



A service of sandiego.com, Inc.

Publisher Agreement

The following agreement, terms and conditions for participating in the Top Level Advertising Network ("Network") is between sandiego.com, Inc. 2251 San Diego Ave A-141, San Diego, CA 92110 ("SDC") and

_____ ("Publisher").

SDC reserves the right to amend this agreement as needed from time to time, and Publisher agrees that any such amendment will apply to Publisher. The continuation of Publisher status or Publisher's acceptance of income or bonuses shall constitute Publisher's acceptance of any and all amendments.

1. Links

Exclusive Ads on Publisher's Site

When SDC completes negotiations for an ad with an advertiser according to terms discussed with Publisher in advance, Publisher agrees to post the ad for the duration of its negotiated term, format, contents and location.

Network Ads

Following the execution of this agreement, Publisher will receive the code to include the ads on Publisher site. Publisher may position the Ads where ever Publisher chooses including not posting them, but Publisher may not alter the source code.

Email Blasts

Publisher may wish to participate in advertising on selected opt-in email blasts. These blasts may be exclusive to the publisher or through the network of publishers. Participation will be set on a case by case basis prior to the blast.

Modifying the source code for either Exclusive or Network ads will result in termination and forfeiture of any revenue share earned and unpaid.

2. Revenue Share

Exclusive Ads (including Email blasts)

For advertising that appears on Publisher site or in an email blast to Publisher's email list only, Publisher will receive 90% of the ad gross sale price to the advertiser after a 30% commission is deducted. In the case that Publisher sells an Exclusive ad, Publisher receives 90% of the gross sale price to the advertiser.

Network Ads (including Email blasts)

Publisher will earn based on the click-throughs Publisher site contributes in proportion to all Publishers carrying the ad concurrently with Publisher or within the same email blast. The authoritative source of click-through counts will be SDC reports. Publisher will have access to the report for Publisher's site. Publisher has the right to come to the SDC offices to audit the overall distribution on shared earnings but not to copy the click-through results of other sites whose confidentially Publisher agrees to respect. In the case that Publisher sells a network ad, Publisher will receive a 20% commission on the gross sale price to the advertiser in addition to payment based on click-through proportion.

Referrals

In the case an ad sold by SDC for either an exclusive or network ad came from an accepted referral provided by Publisher to SDC, Publisher will receive a 5% referral fee in addition to the other revenue listed herein. To be an accepted referral, the advertiser must be new to SDC, provided in writing by the Publisher and accepted in writing by SDC.

3. Payment

For advertiser receipts collected each month on ads appearing on Publisher site, checks with Publisher earnings will be sent within 30 days following the end of the month covered. Balances under \$50.00 will be rolled over to the next month and paid when the outstanding balance reaches \$50.00.

4. Limited License

SDC grants Publisher a nonexclusive, revocable right to use the Publisher source code and such other text or images for which SDC grants express permission herein, solely for the purpose of presenting Advertising on Publisher site as a Program participant. Publisher may not modify the Publisher source code or text, or any other element, in any way. SDC reserves all rights in the Publisher source code, any other images, our trade names and trademarks, and all other intellectual property rights. Publisher agrees to follow the SDC Presence Ads Guidelines, as those guidelines may change from time to time. SDC may revoke Publisher license at any time by giving Publisher written notice.

5. Responsibility for Publisher Site

Publisher will be solely responsible for the development, operation, and maintenance of Publisher site and for all materials that appear on Publisher site. For example, Publisher will be solely responsible for:

- the technical operation of Publisher site and all related equipment
- posting Publisher source code
- ensuring that materials posted on Publisher site do not violate or infringe upon the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights)
- ensuring that materials posted on Publisher site are not libelous or otherwise illegal
- ensuring that Publisher site accurately and adequately discloses, either through a privacy policy or otherwise, how Publisher collect, use, store, and disclose data collected from visitors, including, where applicable, that third parties (including advertisers) may serve content and/or advertisements and collect information directly from visitors and may place or recognize cookies on visitors' browsers.

SDC disclaims all liability for these matters. Further, Publisher will indemnify and hold SDC harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of Publisher site. Likewise, SDC will indemnify and hold Publisher harmless from all claims, damages, and expenses (including, without limitation, attorneys' fees) relating to the development, operation, maintenance, and contents of our site.

In the event Publisher site becomes incapable of fulfilling its commitment to serve an exclusive ad for two days of consecutive failure, future payments will be suspended pending negotiation with the advertiser.

In the event the SDC site is unable to serve an exclusive ad to Publisher site for its negotiated term within two days of a continuing failure, SDC will supply the HTML for Publisher to post the ad on Publisher site and Publisher click-through statistics will be the basis of measurement for the period the SDC site is unavailable.

6. Term of the Agreement

The term of this Agreement will begin upon our acceptance of Publisher Program application and will end when terminated by either party according to the terms of this Agreement. Either Publisher or SDC may terminate this Agreement at any time except as covered herein, with or without cause, by giving the other party written notice of termination. Upon the termination of this Agreement for any reason, Publisher will immediately cease use of, and remove from Publisher site, all links to the SDC site and all other materials provided by or on behalf of SDC to Publisher pursuant hereto or in connection with the Program. SDC may withhold Publisher final payment for a reasonable time to ensure that the correct amount is paid.

7. Modification

SDC may modify any of the terms and conditions contained in this Agreement related to Network Publisher ads, at any time and in our sole discretion, by posting a change notice or a new agreement on the SDC web site. Modifications may include, for example, changes in the scope of available revenue shares, payment procedures and Program rules. If any modification is unacceptable to Publisher, Publisher's only recourse is to terminate this agreement. Publisher's continued participation in the program following posting of a change notice or new agreement on the SDC site will constitute binding acceptance of the change. Changes to terms of this agreement related to Exclusive ads will be made through negotiation with Publisher in advance of a change.

8. Relationship of Parties

Publisher and SDC are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Publisher will have no authority to make or accept any offers or representations on our behalf. Publisher will not make any statement, whether on Publisher site or otherwise, that reasonably would contradict anything in this Section.

9. Limitation of Liability

SDC will not be liable for indirect, special, or consequential damages (or any loss of revenue, profits, or data) arising in connection with this Agreement or the Program, even if SDC have been advised of the possibility of such damages. Further, our aggregate liability arising with respect to this Agreement and the Program will not exceed the total revenue share paid or payable to Publisher under this Agreement.

10. Disclaimers

SDC make no express or implied warranties or representations with respect to operations of the Program or any potential revenue Publisher may receive. In addition, SDC make no representation that the operation of our site will be uninterrupted or error-free, and SDC will not be liable for the consequences of any interruptions or errors.

11. Arbitration

Any dispute relating in any way to this Agreement (including any actual or alleged breach hereof), any transactions or activities under this Agreement or Publisher relationship with SDC or any of SDC's Publishers shall be submitted to confidential arbitration in San Diego, California, except that, to the extent Publisher have in any manner violated or threatened to violate our intellectual property rights, SDC may seek injunctive or other appropriate relief in any state or federal court in the state of California (and Publisher consent to non-exclusive jurisdiction and venue in such courts) or any other court of competent jurisdiction. Arbitration under this agreement shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other party subject to this Agreement, whether through class arbitration proceedings or otherwise.

12. Fraudulent Use Of Program

Publisher agree not to participate in any scheme that would artificially inflate Publisher results, such as causing click-throughs out of proportion to the visitors on Publisher site. . In the event it is found that Publisher have falsified the click-throughs, the program will be immediately terminated and Publisher agree to return all Publisher payments made to Publisher since joining the Program. Publishers grant SDC the right to audit Publisher web site statistics in Publisher's office without making copies for the express purpose of validating the correct proportion of click-throughs to traffic.

13. Miscellaneous

This Agreement will be governed by the laws of the United States and the state of California, without reference to rules governing choice of laws. Publisher may not assign this Agreement, by operation of law or otherwise, without our prior written consent. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce Publisher strict performance of any provision of this Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Agreement.

14. Independent Investigation

PUBLISHER ACKNOWLEDGE THAT PUBLISHER HAS READ THIS AGREEMENT AND AGREES TO ALL ITS TERMS AND CONDITIONS. PUBLISHER UNDERSTANDS THAT SDC MAY AT ANY TIME (DIRECTLY OR INDIRECTLY) SOLICIT CUSTOMER REFERRALS ON TERMS THAT MAY DIFFER FROM THOSE CONTAINED IN THIS AGREEMENT OR OPERATE WEB SITES THAT ARE SIMILAR TO OR COMPETE WITH PUBLISHER WEB SITE. PUBLISHER HAS INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS SET FORTH IN THIS AGREEMENT.

Publisher: _____ sandiego.com, Inc.

For Publisher: _____ For sandiego.com, Inc: _____

Print Name: Mark S. Burgess, CEO, sandiego.com, Inc.

Date: _____ Date: _____